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BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Columbus Southern Power Company and Ohio Power Company for Authority to Establish a Standard Service Offer Pursuant to §4928.143, Ohio Rev. Code, in the Form of an Electric Security Plan.	)	**Case No. 11-346-EL-SSO** **Case No. 11-348-EL-SSO**
In the Matter of the Application of Columbus Southern Power Company and Ohio Power Company for Approval of Certain Accounting Authority.	)	**Case No. 11-349-EL-AAM** **Case No. 11-350-EL-AAM**

MOTION OF COLUMBUS SOUTHERN POWER COMPANY AND OHIO POWER COMPANY TO PROTECT CONFIDENTIAL INFORMATION UNDER OHIO ADMINISTRATIVE CODE SECTION 4901-1-24

Columbus Southern Power Company ("CSP)" and Ohio Power Company ("OPCo", collectively, "AEP Ohio") move, under O.A.C. 4901-1-24, that the Commission issue a protective order so that certain confidential information is exempted from public disclosure as confidential, proprietary, competitively sensitive and trade secret information. The information is included in the exhibits to the supplemental testimony of Company witnesses Jay F. Godrey and Philip J. Nelson. A memorandum in support detailing the sensitivity and confidentiality of the information is attached, along with an affidavit of Jay F. Godfrey supporting this motion.

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MEMORANDUM IN SUPPORT

AEP Ohio requests that certain confidential information contained in the exhibits to the supplemental testimony of Jay F. Godrey and Philip J. Nelson be exempted from public disclosure as confidential, proprietary, competitively sensitive and trade secret information (the "Confidential Information").

Description of the Confidential Information

The Confidential Information includes certain information relating to pricing and payment structure and key terms in the Participation Agreement that indicates negotiation strategies. A public version of the Participation Agreement is attached to the supplemental testimony of Company witness Godfrey with respect to the Turning Point Solar Project to be filed in this case. Specifically the "Confidential Information" subject to this request is:

(a) *Turning Point Participation Agreement* (Exhibit JFG 6): The Participation Agreement is an agreement between Turning Point Solar LLC and AEP Ohio that is intended to: provide for the continued development of the Project; establish and identify the anticipated transaction structure, costs and schedule; identify and set forth the other project agreements; and define the obligations and duties of the Parties. The Participation Agreement also sets forth the conditions that must be satisfied in order to reach financial close, or successful implementation of the Project. These conditions, set forth in the Participation Agreement, include: (i) the creation of approximately 300 permanent jobs (related to Ohio manufacturing and sourcing) and 300 temporary construction jobs; (ii) receipt of an acceptable cost recovery order issued by the PUCO authorizing AEP Ohio to recover all of its costs

associated with the Turning Point Solar Project through the non-bypassable Generation Resource Rider (GRR); (iii) issuance by the IRS of a favorable Private Letter Ruling; (iv) issuance of all required permits and approvals, including a favorable NEPA order; (v) receipt of all required governmental approvals, including FERC; (vi) execution of an acceptable Interconnection Agreement with PJM; (vii) commitments for the project debt financing; (viii) commitment for equity investment that would be needed in addition to AEP Ohio's $20 million equity commitment; and (ix) execution of all the related Project Agreements.

Confidential Information contained in the Participation Agreement includes: the terms and structure of the payment to Turning Point for the development and construction of the project and certain other commercial terms including termination fees, indemnity caps, development budget amounts and the amount of security.

(b) *Estimated Revenue Requirement* (PJN Exhibit 4): Certain information included in the exhibit of Company witness Philip Nelson includes highly confidential commercial terms in the Agreement, including information relating to price caps negotiated with Isofoton, the manufacturer of the solar panels.

The Information Is Generally Recognized As Confidential And Proprietary

As Company witness Godfrey affirms in the attached affidavit, the Confidential Information is generally considered confidential and proprietary. Affidavit of Jay F. Godfrey at ¶6. ("Godfrey Affidavit). The Confidential Information is not available to or ascertainable by, persons outside the parties to the contract by proper means other than on a confidential basis. Godfrey Affidavit at ¶6. Indeed, the Confidential Information

derives economic value from the fact it is not generally known to persons who can obtain value from its disclosure. Godfrey Affidavit at ¶5.

In light of the confidential and proprietary nature of the information, American Electric Power Service Corporation ("AEPSC"), AEP Ohio, Turning Point and Isofoton take all reasonable efforts to protect it from public disclosure. Godfrey Affidavit at ¶7. Among the measures taken are limiting access to the information within the companies to only those persons with a legitimate need to access the information, protecting against disclosure outside the Company, and entering into confidentiality agreements to protect against disclosure by persons outside the Companies who are afforded access for legitimate purposes. Godfrey Affidavit at ¶7.

The renewable energy market is extremely competitive. Even information such as headings, which can indicate a purchaser or seller's willingness to enter into a particular type of provision, can affect the bargaining between potential sellers and purchasers, and provide competitors of the contracting parties with an unfair competitive advantage even if the specific terms are not disclosed. Other state commission's considering similar contracts have protected this type of information as confidential and proprietary information, and that their disclosure can cause competitive harm. Indiana Utility Regulatory Commission in *Verified Petition of Indiana Michigan Power Company, An Indiana Corporation, For Approval Pursuant To Ind. Code 8-1-2-42(a), 8-1-8.8-11 And To the Extent Necessary 8-1-2.5-6 Of A Renewable Energy Purchase Agreement With Fowler Ridge II Wind Farm, LLC, Including Time Cost Recovery*, Case No. 43750 (Ind. P.U.C. September 1, 2009). The West Virginia Commission has repeatedly ordered confidential protection of similar terms and conditions *(Joint Petition for consent and*

approval of wind power purchase agreements between Appalachian Power Company and Wheeling Power Company, dba American Electric Power and Grand Ridge Energy II L,LC and Grand Ridge Energy II I LLC. Case No. 09-0305-E-PC (PSC of West Virginia, April 29,2009); *Joint petition for consent and approval of a wind power purchase agreement between Appalachian Power Company and Wheeling Power Company, dba American Electric Power and Beech Ridge Energy LLC and a joint motion for non-disclosure and protective order of certain exhibits with the filing,* Case No. 08- 1600-E-PC (PSC of West Virginia, December 11, 2008) and *Petition for consent and approval of the purchase of power produced by a renewable wind energy resource and for an Assurance of Rate Recovery,* Case No. 07- 173 1 -E-PC (PSC of West Virginia, December 4, 2007). The Virginia Corporation Commission also afforded confidential treatment to the terms and conditions of a wind purchase power agreement *(For Approval Pursuant To Section 56-585.2 Of The Virginia Code Of Purchase Power Agreements As Par of Its Participation In The Virginia Renewable Energy Portfolio Standard Program,* Case No. 2009-00 102 (Virginia S.C.C. October 14,2009). The Kentucky Public Service Commission protected similar redactions in *The Application for Approval of a Renewable Energy Purchase Agreement for Wind Energy Resources Between Kentucky Power Company and FPL Illinois Wind, LLC,* Case No. 2009-545 (KPSC Approval Letter February 11, 2010).

Disclosure Of The Confidential Information Will Result in An Unfair Competitive Advantage To The Competitors Of Columbus Southern Power Company, Ohio Power Company, Isofoton, and Turning Point Solar LLC

The Confidential Information, if disclosed to competitors of Turning Point Solar or AEP Ohio, or otherwise made publicly available, would provide an unfair competitive

advantage to competitors of the parties to the contract. The Confidential Information therefore is entitled to protection from disclosure by the Commission. Specifically, the public disclosure of the Confidential Information would:

(a) Establish certain benchmarks in future negotiations, thereby potentially increasing costs incurred by customers of AEP Ohio and its affiliates. Godfrey Affidavit at ¶5.

(b) Will permit other purchasers to benefit from AEP Ohio's efforts in negotiating the agreement and "cherry-pick" the most advantageous contracts and terms to the utilities' competitive disadvantage. Godfrey Affidavit at ¶5.

(c) Adversely affect the parties' ability to negotiate future agreements. Godfrey Affidavit at ¶5. Turning Point and Isofoton share the understanding that Confidential Information will not be publicly disclosed. Godfrey Affidavit at ¶7.

Wherefore, AEP Ohio respectfully requests the Commission to order the Confidential Information redacted in this docket and described in this motion and memorandum in support be exempted from public disclosure as confidential, proprietary, competitively sensitive and trade secret information. Upon request, AEP Ohio will provide such information to parties which have executed a protective order with the Company, and to those parties which execute such an agreement.

Respectfully submitted,

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and Columbus Southern Power
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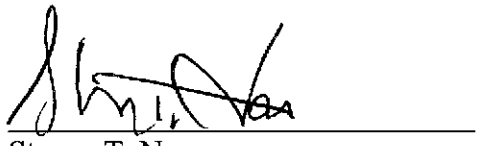
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Columbus Southern Power Company's and Ohio Power Company's Motion to Protect Confidential Information has been served upon the below-named counsel via First Class mail, postage prepaid, this 1st day of July, 2011.



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AFFIDAVIT OF JAY F. GODFREY

Jay F. Godfrey, first being duly sworn, states:

1. I am of the age of majority and competent to make this affidavit. I have personal knowledge of the matters set forth in this affidavit.

2. I am employed by American Electric Power Service Corporation (AEPSC), a wholly owned subsidiary of American Electric Power Company, Inc. (AEP). AEP is the parent company of Columbus Southern Power Company and Ohio Power Company (collectively "AEP Ohio"). I am employed as a Managing Director - Renewable Energy. In that capacity, I am responsible for managing AEP's and its subsidiaries' portfolio of Renewable Energy Purchase Agreements (REPAs) and certain renewable energy project development activities. This includes potential new wind and solar project development. I am familiar with the terms and other confidential information relating to the Participation Agreement entered into between Ohio Power Company and Columbus Southern Power Company and Turning Point Solar LLC for the Turning Point Solar Project, and the negotiations between Turning Point, Isofoton (the manufacturer of the solar panels) and AEP Ohio, as described more fully in my testimony filed herewith.

3. I have specific personal knowledge of the confidential, proprietary, competitively sensitive and trade secret nature of the confidential information addressed in this Affidavit through direct contact with this information and through my investigation with other AEPSC and AEP Ohio employees who work directly with the confidential information. I have personal knowledge of efforts taken by AEP Ohio and AEPSC to maintain the secrecy of the confidential information through direct involvement in these efforts, and through my investigation of these efforts with other employees who work

directly with these procedures. Finally, I have personal knowledge through my investigation, along with other AEPSC and AEP Ohio employees who work directly with the confidential information, of the effect the public disclosure of the confidential information would have on AEP Ohio's competitive efforts in securing such contracts.

Description of the Confidential Information

4. AEP Ohio is requesting that certain information included in the exhibits to the supplemental testimony of certain Company witnesses be protected from public disclosure. More specifically, the "Confidential Information" includes the negotiated commercial terms of the Turning Point Solar Project that are confidential, proprietary, competitively sensitive and a trade secret. Such confidential commercial terms include the payment structure, termination fees, indemnity caps, development budgets, security, and price caps negotiated by and between AEP Ohio, Turning Point Solar, and Isofoton. This information is generally considered confidential and proprietary.

The Information Contained in Confidential Information Derives Independent Economic Value By Reason of the Fact that it is Not Publicly Available

5. AEP Ohio and its affiliates may negotiate similar contracts in the future. If the prices and terms included in the Participation Agreement and negotiations with Isofoton became generally known or readily available, parties with which AEP Ohio and its affiliates may negotiate could use this knowledge to the disadvantage of AEP Ohio, its stakeholders and affiliates. Knowledge of these terms by other potential third-parties would establish certain benchmarks in future negotiations, thereby potentially increasing costs incurred by ratepayers, shareholders and AEP Ohio and its affiliates. The Confidential Information also could be used by other purchasers competing for such contracts to

"cherry-pick" the most favorable contracts, thereby depriving AEP Ohio of the ability to obtain the most advantageous prices for its customers. Finally, public disclosure would impact Turning Point's ability to negotiate future agreements. Furthermore, knowledge of the provisions by potential power supply competitors could enable them to gain an unfair advantage in future competitive situations. In sum, AEP Ohio and Turning Point both garner economic benefit from this Confidential Information not being generally known or publicly available.

The Information is Not Generally Known, Readily Ascertainable by Proper Means by Other Persons Who Can Obtain Economic Value from its Disclosure or Use

6. The Confidential Information is not available or ascertainable by other parties through normal or proper means. No reasonable amount of independent research could yield this information to other parties. The Confidential Information is generally considered confidential and proprietary.

The Information is the Subject of Efforts Reasonable Under The Circumstances to Maintain Its Secrecy

7. The Confidential Information has been the subject of efforts that are reasonable under the circumstances to maintain its secrecy. A Confidentiality Agreement dated September 29, 2010 was signed between AEP Ohio and Turning Point Solar to restrict the access of information to only those employees, officers and representatives of AEP Ohio and AEPSC who have a need to know about such information due to their job and management responsibilities. The Participation Agreement between Turning Point Solar and AEP Ohio supersedes the Confidentiality Agreement, but contains similar confidentiality obligations and disclosure restrictions. Turning Point Solar has the understanding that AEP Ohio will not publicly disclose this information. AEP Ohio and

AEPSC limit public access to buildings housing the Confidential Information by use of security guards. Persons not employed by AEP Ohio and AEPSC who are allowed past security guards at buildings where Confidential Information is kept are not permitted to walk within such buildings without an escort. AEP Ohio's and AEPSC's files containing the Confidential Information are maintained separately from AEP Ohio's and AEPSC's general records and access to those files is restricted. Within AEP Ohio and AEPSC, access to this information has been and will continue to be disclosed only to those employees, officers and representatives of AEP Ohio and AEPSC who have a need to know about such information due to their job and management responsibilities. Outside AEP Ohio and AEPSC, this information is only provided to certain persons who have a legitimate need to review the information to participate in this case and who agree to the confidentiality obligations.

8. Further the Affiant sayeth nothing more.

Dated: July 1, 2011

Jay F. Godfrey

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 1st day of July, 2011.

Notary Public

I am a resident of Franklin County, Ohio

My commission expires: NA

Anne M. Vogel, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.